

R223-11

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AGREEMENT WITH LOCAL 152

WHEREAS, almost of the City's employees are represented by an exclusive bargaining organization for purposes of establishing the employee's various terms and conditions of employment; and

WHEREAS, after negotiations, the City has settled bargaining agreement in order to provide for various terms and conditions of employment for the affected employees.

NOW THEREFOR BE IT RESOLVED by the City Council of the City of Long Branch, County of Monmouth, State of New Jersey that the Mayor and City Clerk are hereby authorized on behalf of the City of Long Branch to execute the contract agreement between the City of Long Branch and Local 152 for the period of January 1, 2011 through December 31, 2014.

MOVED: *Pallone.*
SECOND: *Billings*

AYES: *4*
NAYES: *0*
ABSENT: *1-Celli*
ABSTAIN: *0*

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH

I, KATHY L. SCHEMLZ, MUNICIPAL CLERK OF THE CITY OF LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, COMPLETE AND CORRECT COPY OF RESOLUTION ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON *June 28, 2011*

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY THIS *28th* DAY OF *June*, 20*11*

Kathy L. Schmelz
MUNICIPAL CLERK, R.M.C.

**CONTRACT AGREEMENT
BETWEEN**

**THE CITY OF LONG BRANCH
and
THE UNITED FOOD AND COMMERCIAL WORKERS' UNION
UFCW LOCAL 152
PROFESSIONAL DIVISION**

JANUARY 1, 2011 through DECEMBER 31, 2014

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ARTICLE I

DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2011 and shall continue in full force and effect through December 31, 2014.

ARTICLE II

UNION RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive representative for collective bargaining concerning terms and conditions of employment for all full-time permanent and provisional supervisory employees of the City of Long Branch, New Jersey, who serve in the job titles set forth below.

B. All employees working in job titles which are not specifically listed below are excluded from the unit. Recognized job titles include:

- Director, Senior Citizen Affairs
- Director of Building and Development
- Director of Community Development
- Director of Health
- Director of Public Works
- Director of Recreation
- Municipal Court Director
- Assistant Director of Planning
- Comptroller
- Tax Collector
- Tax Assessor
- Assistant Tax Assessor
- Purchasing Agent
- Supervising Code Enforcement Officer
- Supervising Mechanic (DPW)
- Senior Sanitary Inspector
- Principal Sanitary Inspector
- Sanitary Inspector
- Sanitary Inspector - Trainee
- Senior Building Inspector
- Fire Official
- Personnel Technician
- Municipal Parks Superintendent/Superintendent
of Public Property (DPW)
- General Supervisor Sanitation (DPW)
- Supervisor, Building Service (DPW)
- Supervisor, Public Works (DPW)

Supervisor, Traffic Maintenance
Supervising Maintenance Repairer
Coordinator of State and Federal Grants
Assistant Director of Economic & Industrial
Development
Construction Code Official
Plumbing Inspector
Electrical Inspector
Building Inspector
Sub-Code Inspector
General Supervisor, Garage Services
Community Organization Specialist
Administrative Clerk
Municipal Recycling Coordinator
Principal Personnel Clerk
Supervisor of Accounts
Administrative Clerk
Administrative Secretary
UCC Coordinator
Municipal Court Administrator
Housing Coordinator
Recreation Supervisor
Director of Neighborhood Preservation Program
Fire Prevention Specialist
Supervising Fire Prevention Specialist
Administrative Analyst
Program Coordinator (drug and alcohol abuse)
Assistant Public Works Superintendent
Director of Maintenance Services

C. The City and the Union agree that all managerial executives, including the City Business Administrator; all confidential employees, including the City Clerk, Assistant City Clerk and Director of Finance; all police employees; all firefighters and Fire Department Superior Officers; all craft employees; and, all non-supervisory and non-professional employees shall be excluded from the Unit.

D. In the event that the City establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position may appropriately be included in the bargaining

unit, it shall notify the City in writing and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

E. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the above-described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female members of the negotiations unit.

ARTICLE III

EMPLOYEE RIGHTS

A. The City hereby agrees that every eligible employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by N.J.S.A. 34:13A-5.1 et. seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee by reason of membership, participation, collective bargaining, grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment due to Union activities.

B. It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE IV

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers of the City shall be limited by the statutes of New Jersey governing public employee relations (the Public Employment Relations Commission) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers rights, authorities, duties and responsibilities under Title 40, 40A N.J.S.A and Title 11A N.J.S.A. or any other national, state, county or local laws or ordinances.

ARTICLE V

AUTHORIZED SALARY DEDUCTIONS

A. The City, in compliance with N.J.S.A. 52:14-15.9(e), agrees to the following conditions:

1. Upon receipt of a duly signed authorization form from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.
2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.
3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.
4. Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
5. A new dues deduction authorization card will automatically cancel any prior deductions-authorization on file with the City.
6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

7. Pursuant to State law governing "Agency Shop", the City will forward in the manner set forth herein, to the Union, eighty-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.

8. The City agrees to inform all newly hired employees who are eligible to join the Union that they may join the Union sixty (60) days thereafter.

ARTICLE VI

UNION REPRESENTATION

A. Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or the normal duties of its employees.

B. The City agrees to provide reasonable bulletin board space for the posting of notices of information by the Union or its members.

C. The Union may, subject to the advance approval of the Chief Administrative Officer, use City facilities for union activities such as meetings, provided that such activities are scheduled outside of regular working hours and do not interfere with the conducting of City business. Approval for Union use of City facilities shall not be unreasonably withheld.

D. The City agrees that up to two (2) members of the Union shall be granted up to four (4) total days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretion in determining how such leave shall be allocated (e.g., all four (4) days can be granted to a single individual). The Union shall give reasonable advance notice to the Chief Administrative Officer of the dates on which such leave will be taken and the identity of the individuals who will take it.

E. Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the City and the Union shall be granted time off without loss of pay for such purposes.

ARTICLE VII

SALARIES AND LONGEVITY

A. Retroactive to January 1, 2011, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2012, the base salaries of employees who were on the City payroll on that date in their current Job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2013, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by two (2%) percent over their then existing base salary. Effective January 1, 2014, the base salaries of employees who were on the City payroll on that date in their current job titles shall be increased by two (2%) percent over their then existing base salary.

B. Employees shall receive a longevity increment of \$500 after five (5) years of fulltime employment and an additional increment of \$500 for each additional five (5) years of fulltime employment. Longevity increments shall be incorporated into the base salary for purposes of computing pension contributions and overtime.

C. The scheduling of employee pay days shall continue in accordance with established administrative practice. Employees who wish to receive paychecks which normally would be distributed during the course of a vacation prior to leaving on vacation shall request such early payment, in writing, from the City Comptroller, at least thirty (30) days prior to the scheduled start of the vacation period.

D. Employees who anticipate absence from work on pay day may receive their paychecks on the day prior to pay day provided they submit request for such early payment in writing.

ARTICLE VIII

HOURS OF WORK

A. The regular workday shall be an eight (8) hour day with one (1) hour off for lunch. However, the regular work day for all members of this bargaining unit assigned to the Department of Public Works (with the exception of the Recycling Coordinator position) shall be an eight (8) hour day with a thirty (30) minute unpaid lunch.

B. Except as specified below, the regular work week shall consist of five (5) regular work days totaling forty (40) hours, inclusive of lunch. The scheduling of lunch shall be in accordance with the practice of the various departments as it existed before the initiation of negotiations.

C. Although the standard work week shall run from Monday through Friday and the standard work day shall commence at 8:30 a.m. and run until 4:30 p.m., management reserves the right, upon 60 days' prior notice to affected employees, to establish alternative work schedules as circumstances require and as it may deem appropriate.

D. Management may require employees to be in attendance for work on any day or days, or at any hour, whenever it is determined that a public exigency or emergency requires.

E. Notwithstanding any other provision of this Article or Agreement, the hours of work of Department Heads and Directors and other positions covered by this Agreement set forth herein shall not be defined or limited by this Agreement, but shall, rather, be defined by the requirements of the job. It is understood and agreed that Department Heads and

Directors and other positions covered by this Agreement set forth herein shall be available for work at any time circumstances require. Department Heads and Directors and other positions covered by this Agreement set forth herein shall, however, have flexibility in scheduling their working time to meet the requirements of their positions. As defined herein, these "other positions covered by this Agreement" are defined as Tax Assessor, Tax Collector, Construction Code Official and UCC Coordinator, Principal Sanitary Inspector, Assistant Planning Director, Comptroller and all members of this bargaining group assigned to the Department of Public Works (with the exception of the Recycling Coordinator).

The above-listed employees, while not eligible for overtime, will receive a "compensatory day" if they work an additional 8 hours or more within a 24 hour period in addition to their regularly scheduled shift. Said compensatory day will normally be taken within 7 days of the date on which it is earned. If, due to operational issues, the compensatory day cannot be taken within that 7 day period, it shall be taken, with the prior approval of the employee's supervisor, within 90 days of the day on which the day was earned. The compensatory day will be lost if not used within the aforementioned 90 day period, which will be extended only if the employee is not permitted by his/her supervisor. Under no circumstances will the employee ever be paid for said compensatory day.

Department Heads who would otherwise under this section be permitted to "flex" their working hours with the City will not be permitted to do so (that is, schedule their work hours with the City for hours other than between 8:30 a.m. and 4:30 p.m.) for the purpose of working in a "second job" or employment other than with the City.

ARTICLE IX

OVERTIME

A. The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law. No overtime shall be worked by any employee covered by this Agreement unless previously authorized by the employee's supervisor.

B. Overtime opportunities will be distributed as equally as is practical among employees in the same department and shift, provided that the employee is qualified to perform the work available during the overtime hours.

C. Effective with the ratification and execution of this Agreement, an employee shall be paid at time and one-half (1 ½) his regular rate of pay for all work in excess of forty (40) hours per week and for hours worked on a Saturday or Sunday. "Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

D. The City may provide compensatory time in lieu of overtime for non-exempt employees who work in excess of the contractual limits for work hours. Compensatory time shall be earned in the same manner as set forth in this Article. It will be within the City's sole discretion whether to pay overtime or provide compensatory time in lieu of overtime. The compensatory time will be "banked" by employees, and the City will maintain a record of said bank. Said accrued compensatory time shall be carried from year to year.

E. No compensatory time will be approved for employees unless a "Compensatory Time Form" is submitted to the City Administrator. The form must include

the supervisor's signature, indicating approval of the extra time worked by the employee and the reason for the overtime worked. Employees will be eligible to accrue no more than 240 hours of compensatory time.

F. Compensatory time may be used by employees with the prior approval of the employee's supervisor, which approval shall not be unreasonably withheld. Use of compensatory time is to be requested by the employee through the submission of the "Absence Form" to his/her supervisor. Compensatory time may not be used in less than 1 hour increments. Any exceptions due to special circumstances to this rule may be granted by the City Administrator upon the recommendation of the immediate supervisor of the employee. The City, in its sole discretion, may choose to pay employees for accrued compensatory time or, alternatively, to require employees to utilize accrued comp time.

G. Employees who are paid for 7 hours in a workday (regardless of whether they actually work that time) will be eligible for a paid lunch period. No employee shall be eligible for either overtime or compensatory time unless he or she works in excess of 40 hours per week, including time when an employee is paid for sick leave or vacation leave (unless otherwise provided for by the terms of this agreement).

H. An employee called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays or while out sick or on other approved leave, or off for any other approved purpose or other scheduled day off, shall receive no less than four (4) hours' pay at overtime rate for each occurrence.

I. Vacation days, personal days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

J. Department Heads and Directors shall not be eligible for overtime compensation pursuant to the provisions of this Article.

K. Any employee scheduled for overtime work (other than being held over for their regular shift) shall receive no less than two hours' pay, at overtime rates, for said schedule overtime work. The City reserves the right to have the employee so called in to actually work for the entire aforementioned two-hour period.

L. The cap for accumulated compensatory time for Fire Prevention Specialists shall be 480 hours. The cap for accumulated compensatory time for all other employees covered in the unit shall be 240 hours.

ARTICLE X

HOLIDAYS

A. The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on those days.

New Year's Day	General Election Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Eve (if a regular
Independence Day	working day)a regular
Labor Day	Christmas Day
Columbus Day	

B. An employee called in to work on a holiday shall be paid for such at one and one-half (1-1/2) times the employee's regular rate plus the holiday pay.

C. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

D. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

E. Employees required to work overtime for snow removal, who work in excess of four and one-half (4-1/2) hours' overtime during such snow removal, will be eligible for a

ten dollar (\$10.00) cash meal allowance at a local establishment designated by the Director of Public Works. That amount shall be increased to a fifteen dollar (\$15.00) cash meal allowance effective July 1, 2011.

F. Employees working a double shift for emergency related reasons, as determined by their Director, shall have the following day off with pay and not chargeable to their sick or vacation time. This shall apply only if the following is a regular work day as defined in Article IX of this Agreement.

G. The Local 152 stewards may, after consultation with Local 152 members and only with the prior approval of the City Administration, which approval or lack thereof may not be challenged through the negotiated grievance procedure or otherwise, be permitted to switch their holidays (as listed in Article X (A)) for other days off.

ARTICLE XI

VACATIONS

A. Employees shall be granted vacation leave without loss of pay if earned each calendar year in accordance with the following schedule:

1-3 year	12 working days
4-12 years	15 working days
13-18 years	20 working days
19 years or more	25 working days

Vacation leave shall only be used in one-half ($\frac{1}{2}$) day or more increments.

B. Permanent part-time employees are eligible for vacation leave on a pro-rated basis. Temporary or seasonal employee shall not be eligible for vacation leave. New probationary and provisional employees shall be entitled to one (1) working day of vacation leave for each month of service completed as of July 1st.

C. Requests for vacation leave must be submitted in writing to the Department head (in the case of Department Heads, to the Chief Administrative Officer of the City) by May 1, of each year. An employee desiring an earlier vacation must submit such request at least one (1) month in advance. All vacation leave shall be scheduled in such a manner as to ensure adequate operations within departments. Scheduling conflicts shall be resolved on a seniority basis.

D. Vacation leave must be taken during the current calendar year unless extended by the Chief Administrative Officer of the City. Any unused vacation leave may be carried over only into the next succeeding calendar year. Employees may take their vacation time from the first of the year, although they will continue to accrue time on a pro rated basis. Employees who use vacation time in this fashion will pay the City back (or have the owed

time deducted from other if the employee leaves the employ of the City having used more vacation time than was accrued during that calendar year.

E. In instances where an employee cannot take accrued vacation leave within two (2) calendar years due to emergent or critical work situations, as determined by the Chief Administrative Officer of the City and approved by the Mayor, eligibility may be extended for an additional six (6) months.

F. When requested, vacation pay may be granted on the last working day before the employee's first vacation day.

G. At the time of separation from employment with the City, an employee shall be entitled to pay for any full day's vacation and compensatory time which has accrued but has not been taken.

H. In the event of the death of an employee, payment for accrued but unused vacation and compensatory time shall be made to the employee's estate or beneficiary. At no time will an employee be eligible to be compensated for more than one year's vacation in addition to whatever vacation time the departing employee has accrued and not used for the current year (the year of the employee's departure as a City employee).

ARTICLE XII

SICK LEAVE

A. Within the first calendar year of service, an employee shall receive one working day of sick leave with pay for each month of service from the date of initial employment up to the end of the first calendar year.

B. After the first calendar year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

C. After ten (10) years of continuous service, each employee shall receive twenty (20) days of sick leave with pay for each year of employment thereafter.

D. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay as needed. Sick leave shall only be used in one-half ($\frac{1}{2}$) day or more increments.

E. 1. Effective January 1, 2011, reimbursement to employees who retiree with the New Jersey Division on Pensions and Benefits shall be eligible for reimbursement for accumulated sick days consistent with prevailing New Jersey law.

2. The retiring employee shall, if possible, advise the Chief Administrative Officer of the City of the employee's intention to retire by November 1st, of the year preceding retirement so that budgetary provisions can be made. In the event that timely notice is not

provided, the City shall reserve the right to delay payment until the year following the year in which retirement occurs.

F. In the event of an employee's death, payment for unused accumulated sick leave shall be made in accordance with the provisions set forth above to the employee's beneficiary as indicated on the employee's Public Employment Retirement System Retirement Form.

G. Except as otherwise provided herein, the State of New Jersey's Department of Personnel statutes and regulations shall govern sick leave.

ARTICLE XIII

OTHER LEAVES OF ABSENCE

A. Bereavement Leave

1. Employees shall be eligible to receive up to a maximum of five (5) days' leave with pay, either before and/or after the funeral or from the day -of death, at the employee's choice, in the event of a death of a member of the employee's immediate family, provided that prior notice is given to the Chief Administrative Officer and the total leave with pay does not exceed five (5) days.

2. For purposes of this Section, "immediate family" is defined to include mother, father, mother-in-law, father-in-law, stepparents, stepchildren, husband, wife, son, daughter, brother, sister or any relative residing in the employee's household.

B. Jury Duty

Jury duty leave shall be granted to any employee summoned to jury duty or as a witness on behalf of the City. Eligible employees shall receive full pay at the regular rate less any court compensation received during such period while absent from the City's employ. Prior notice must be given to the Chief Administrative Officer of the City, and evidence of jury summons must be provided before any payment shall be made.

ARTICLE XIV
PERSONAL DAYS

Employees shall be entitled to up to three (3) days of personal leave without loss of pay per year, such leave to be used to conduct necessary personal business which cannot be scheduled outside of regular working hours. Applications for personal leave shall be made to the appropriate Department Head (and in the case of Department Heads or Directors, to the Chief Administrative Officer) sufficiently in advance to permit review and approval. Except for emergency situations, applications for personal leave shall be made at least seventy-two (72) hours prior to the intended date for the leave.

ARTICLE XV

UNIFORM ALLOWANCE

A. Employees provided with uniforms by the City (i.e., Department of Public Works Supervisors) shall receive a clothing maintenance allowance of two hundred (\$200.00) dollars per annum. Payment of the clothing maintenance allowance will be made at approximately the same time as the first payroll of December in each year and shall be made to all employees who have been in continued employment with the City since December 1st of the preceding year.

B. Employees not provided uniforms by the City may submit claims to the City for damage to clothing sustained in the course of their official duties. The City agrees to review the employee's claim for such damage; and subject to the employee's verification of the value of the property so damaged and the cause of such damage, the City shall reimburse the employee for such damage in an amount not to exceed two hundred (\$200.00) dollars per employee per year.

ARTICLE XVI

INSURANCE AND MISCELLANEOUS BENEFITS

A. The City shall continue to provide hospitalization and major medical insurance to all regular full-time employees and their eligible dependents. Effective January 1, 2011, every employee shall be required to pay to the City, on an annual basis, 1.5% of their base salary (as per the prevailing State law as of January 1, 2011).

B. The City shall continue to provide dental insurance for all-regular full-time employees and their eligible dependents. Effective January 1, 2004, the City's monthly contribution per employee for dental coverage shall be increased by \$44.62 to \$100.00 per month.

C. The City reserves the right to substitute new medical or dental insurance Plans for those currently in existence, provided that such new plans provide substantially similar coverage.

D. Employees shall be eligible for five thousand (\$5,000.00) dollars in life insurance coverage under the City's group plan. Such coverage will cease upon termination of employment with the City.

E. Employees who are required to use their personal automobile in connection with the City's business shall be compensated for such use at the State of New Jersey OMB rate.

F. Employees who wish to “opt out” of coverage under paragraph A and B above may do so in exchange for a payment by the City to the employee of an amount consistent with the sums previously agreed to by and between the City and the Union. Prior to the City making such payment, the employee shall provide written proof to the City Administrator that he or she has medical coverage other than with the City. Further, in addition, prior to the City making such payment, the Local 152 steward shall be given written notice of the employee’s express intention to accept the “opt out” from health insurance, and the employee will thereafter meet with the shop steward to discuss the decision and will also sign a form holding Local 152 harmless from any liability as a result of the employee’s decision to “opt out” of the City’s health insurance. The City reserves the right to increase the payout amount to employees who opt out of City sponsored health insurance coverage.

ARTICLE XVII

PROBATIONARY EMPLOYEES

A. All newly hired-employees, except temporary employees, shall remain in a probationary status until completion of three (3) months of active service from the date of regular appointment. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of regular appointment, shall receive all wages and benefits in accordance with the provisions of this Agreement and shall be subject to all other terms and conditions set forth herein.

B. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Department of Personnel statutes.

ARTICLE XVIII

DISCIPLINE

A. No employee shall be disciplined without just cause. For purposes of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

B. In accordance with statute and administrative regulation, "major discipline", as defined by the New Jersey State Department of Personnel, as well as a decision to terminate the employment of a provisional employee, shall not be subject to the contractual grievance procedure, but shall be subject to the jurisdiction of the Department of Personnel appeals procedures.

C. Notwithstanding any other provision of this Agreement, it is agreed and understood by the City and the Union that the employment of employees who are members of the unclassified Civil Service, and whose employment is approved for a fixed term or who serve at the pleasure of the Mayor and/or Council, shall be excluded from the use of the contractual grievance procedure on disciplinary matters involving them. In addition, any management decision not to extend the term of employment of a member of the unclassified Civil Service such as a Department Head shall not be subject to the contractual grievance procedure.

ARTICLE XIX
GRIEVANCE PROCEDURE

A. General

It is recognized that a complaint may arise between the City and the Union, or between the City and any one or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, the procedure for grievance of any such complaints which arise will be kept as informal as may be appropriate, as outlined hereinafter. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Procedure To Be Followed

The Union and the City agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all employees participating in such violation subject to immediate discharge or other discipline,

at the discretion of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

Step One. The aggrieved shall institute action within two (2) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said two (2) work days shall be deemed to constitute an abandonment of the grievance.

Step Two. If the response is not settled at the first step, the grievant may make written request for a second step meeting within two (2) work days after the response at the first step. The Chief Administrative Officer shall schedule a meeting to be held within ten (10) regular work days after receipt of the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the grievant. The Chief Administrative Officer's response to the second step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Three. In the event the grievance is not resolved to the satisfaction of the Union or the City, it may be taken to binding arbitration in the following manner:

Within five (5) work days after the completion of Step Two, the Union or the City may request the American Arbitration Association to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

The parties shall share equally in paying the Arbitrator's fees and expenses. Each party shall be solely responsible for any other costs it may incur in connection with the Arbitration, including fees for witnesses.

ARTICLE XX

NO STRIKE PLEDGE

A. It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders. The City shall not engage in any lockout of employees during the life of this Agreement.

B. The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE XXI

SEVERABILITY OF THE AGREEMENT

A. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

B. Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

C. Nothing herein shall be construed to deny any employee his rights under Title 11A N.J.S.A. (Department of Personnel).

ARTICLE XXII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2011, and shall remain in effect to and including December 31, 2014.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

C. The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the
City of Long Branch, Monmouth County, New Jersey, on this 28 day of June
, 2011.

ATTEST

BY: 

Kathy Schmelz
City Clerk

CITY OF LONG BRANCH

BY: 

Adam Schneider
Mayor

BY: 

Howard Woolley, Jr.
Business Administrator

ATTEST

BY: 

Denise DeMaio

UFCW Local 152

BY: 

Claire T. Galiano, Vice President
Director of Professional Health
Care Division

BY: 

Committee Member